

Dallas Co.

Teamsters #238 (Roads Tech)

7/1/2005 6/30/2007

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between DALLAS COUNTY, IOWA, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 238, (Secondary Road Office unit), Des Moines, Iowa, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5063.

INCLUDED: All employees of the Dallas County Secondary Road Department, including Assistant to the Engineer, Foremen, clerical, office staff, Secretary, Surveyors, Technicians and Inspectors.

EXCLUDED: County Engineer, Asst. Co. Engineer, maintenance employees, equipment operators, truck drivers, laborers and all others excluded by the Public Employment Relations Act.

ARTICLE 2 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to:

- a) the right to plan, direct and control the work of its employees;
- b) the right to hire, promote, demote, transfer, assign and retain employees;
- c) the right to discipline, suspend and discharge employees for proper cause;
- d) the right to develop and enforce rules for employee discipline;
- e) the right to maintain the efficiency of governmental operations;
- f) the right to schedule working hours and require overtime work;
- g) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, and the number of persons to be employed by the Employer at any time;

- h) the right to determine employee qualifications;
- i) the right to schedule vacations;
- j) the right to relieve employees from duties because of lack of work or other reasons;
- k) the right to determine what work or services shall be purchased or performed by the unit employees;
- l) the right to change or eliminate existing methods, equipment, or facilities;
- m) the right to determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted;
- n) the right to take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the Public Employer by law.

ARTICLE 3 UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from

his/her pay and remit such deduction by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4

NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5

SEVERABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6

HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The workweek starts at 12:01 AM on Sunday and ends at 12:00 Midnight the following Saturday.

Employees who normally work a thirty-seven and one-half (37 1/2) hours per week will receive a one (1) hour unpaid lunch period and two (2) fifteen (15) minute paid rest breaks. Employees who normally work forty (40) hours per week will receive a one-half (1/2) hour unpaid lunch break and two (2) fifteen (15) minute paid rest breaks.

Overtime. Overtime shall be paid at the rate of time and one-half (1 1/2) for each hour worked in excess of forty (40) hours in any workweek for employees normally working a thirty-seven and one-half (37 1/2) hour week. Overtime shall be paid at the rate of time and one-half (1 1/2) for each hour worked in excess of forty (40) hours in a

workweek or over eight (8) hours in a day for employees normally working a forty (40) hour week. Employees who perform overtime work may, at their discretion, receive either monetary compensation or compensatory time off. Employees may accumulate a maximum of forty (40) hours of compensatory time. However, employees may use more than forty (40) hours of compensatory time in a fiscal year, provided they do not exceed the forty (40) hour maximum at any time. After employees accumulate forty (40) hours of compensatory time, all overtime hours in excess of forty (40) hours will be paid in cash. Employees may use compensatory time subject to the approval of the Employer. Compensatory time shall not be treated as hours worked for purposes of computing overtime. Only holidays and vacation time shall be counted as working time for the purpose of determining overtime.

Holidays worked shall be at the rate of one and one-half (1 1/2) times the straight time hourly rate. Hours worked on Sunday shall be paid at the rate of two (2) times the straight time hourly rate.

All work performed over forty (40) hours in a workweek must have prior approval of the Employer.

Call Back. If an employee is recalled to work outside of his/her regular scheduled work hours or on a non-scheduled day, he/she shall be paid a minimum of two (2) hours at the appropriate rate of pay. This section only applies to call back time. It does not apply when employees are called into work earlier than their normal starting time.

ARTICLE 7 LENGTH OF SERVICE

Length of service means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period of six (6) consecutive months. Probationary employees may be terminated during the probationary period without recourse to the grievance procedure.

When the working force is to be reduced, the Employer will select the job classifications to be reduced. The layoff will be accomplished in the following sequence: probationary employees first, and finally regular employees based upon their job performance, and if performance is equal, seniority will rule.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) calendar days after receipt thereof and actually report to work in seven (7) calendar days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated. Temporary and probationary employees have no recall rights.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged, unless reinstated through the grievance procedure.
- (c) Failure to report for work at the end of leave of absence.
- (d) Failure to report to work within seven (7) calendar days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (e) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (f) Employee retires.
- (g) An employee is absent from work for any reason for over one (1) year.

Job Vacancies: When a vacancy occurs, or a new job is created in the bargaining unit other than a temporary vacancy or job, the Employer shall post such job for a period of five (5) working days, during which time employees may apply, in writing, for the job. Bargaining unit employees of the Maintenance unit may also submit applications during the 5 day posting period. In making the selection, the County will consider skill, training, qualifications, ability to perform and attendance and reliability. When these considerations are equal between or among employees bidding, seniority will govern.

Any employee being promoted within the Secondary Road Office Unit will not be required to serve a probationary period. County employees outside the department hired by the Secondary Road will serve a three (3) month probationary period, but will retain and be allowed to use unused, accumulated vacation and sick leave.

ARTICLE 8 GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to Engineer within five (5) working days following its occurrence or within five (5) working days of when the employee knew or should have known of its occurrence in an

effort to resolve the problem in an informal manner. The Engineer or his/her designated representative will answer the grievance in writing within five (5) working days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Personnel Director within five (5) working days following the immediate supervisor's written answer. Within fourteen (14) working days, the Personnel Director will arrange a meeting with the department head, the grievant and the Union Steward/representative. The Personnel Director will issue a written decision within fourteen (14) working days after the meeting.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Chair of the Board of Supervisors within five (5) working days following the Personnel Director's written answer. The Chair of the Board will review the grievance, schedule a meeting if necessary, and issue a written decision within fourteen (14) working days of the appeal or within fourteen (14) working days of the meeting.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) working days after the date of the Chair of the Board answer given in Step 3. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

The Employer may utilize the arbitration procedure if they feel there has been a violation, misapplication, or misinterpretation of any provisions of the Agreement.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step. Timelines may be extended by mutual agreement of the parties.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of the notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The first strike shall be made by the party requesting arbitration. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to meet and suggest a resolution to the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 9 SICK LEAVE

Sick leave will be granted to all regular full-time employees who have completed their probationary period on the following basis:

1. Sick leave may be used only for bona fide sickness or non-work related injuries of the employee only. Sick leave may be used for medical or dental appointments of the employee which cannot be made during non-work hours.
2. Regular full-time employees will earn sick leave at the rate of 2 days per month from last date of hire to a total of twenty four (24) working days per year, with a maximum accumulation of one hundred (100) working days. Effective July 1, 1999, regular full-time employees will earn sick leave at the rate of one and one-half (1 1/2) days per month from last date of hire to a total of 18 days per year, with a maximum accumulation of one hundred ten (110) working days. For absences of three (3) or more continuous days or as deemed appropriate, a physician's certification may be required. Sick leave shall not be used as vacation.
3. An employee off work due to an injury or illness covered by Workers Compensation payments may use sick leave for the first three days of absence if not covered by payments through Workers Compensation. For example, if the absence is 14 days or less, the employee may use sick leave for the first three days of the absence. Workers Compensation payments will be made for the first 3 days if the absence is more than 14 days in length. In this case, the employee would not be eligible for sick leave. The determination of whether sick leave will be applicable will be made when the employee returns to work or after an absence of 14 days.

4. Regular full-time employees may use five (5) days of their accumulated sick leave as "Family Care Leave". If more than five (5) days are used for Family Care Leave, the excess time will be deducted from vacation time, or, if vacation time is exhausted, then leave without pay and the equivalent in dollars will be deducted from their salary. Family Care Leave is not accumulative and any not used in a calendar year may not be carried into subsequent years. "Family" is defined as the employee's spouse, parents, or children.

5. If it is necessary for an employee to be absent for any reason, the employee shall notify the supervisor or department head as far in advance as possible. In case of unexpected absence due to illness or emergency, the supervisor or department head should be notified as soon after the normal work schedule start time as possible.

6. If a regular full-time employee requires additional time off from work for medical treatment or recovery, leave without pay will not be granted until all available sick leave has been used.

7. Upon satisfactory completion of probationary period, the regular full-time employee will be credited with sick leave benefits at the accrual rate retroactive to date of employment.

8. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation. For separation after ten (10) years of continuous employment and after attaining the age of fifty-five (55) years, an employee shall receive in pay, at the employee's last hourly rate, fifty percent (50%) of his/her unused sick leave.

9. A regular full-time employee who does not use sick leave for four (4) consecutive months after accruing the maximum number of sick leave days, as set forth in this Agreement, shall be eligible for a day off with pay or one (1) day of pay at the current rate of pay. Said day off shall be taken within three (3) calendar months after qualifying, with the approval of the County Engineer.

ARTICLE 10 FUNERAL LEAVE

All regular full-time employees will be allowed time off with pay in accordance with the following schedule: up to four (4) days per occurrence for arrangements or attending the funeral of a spouse, parent, child, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent or grandchild of an employee. In cases which necessitate out of state travel, up to five (5) workdays with pay will be granted.

ARTICLE 11 VACATIONS

Regular full-time employees shall be entitled to paid vacations as follows:

<u>Years of Continuous Service</u>	<u>Accrual Basis</u>	<u>Capped Hours</u>
During 1st year	1.54 hrs. per pay period	
During 2 nd –5 th years	3.08 hrs. per pay period	160 hours
During 6 th –14 th years	4.62 hrs. per pay period	200 hours
During 15 th and consecutive years	6.15 hrs. per pay period	240 hours

Vacation time is accrued on a pay period basis and may be used after an employee completes six (6) months of employment. No vacation will accrue above the capped hours.

All vacation requests should be submitted two (2) weeks in advance. The scheduling of vacation leave is dependent upon the judgment and discretion of the Engineer. Vacation must be taken in a minimum of one-half (1/2) day increments. Employees must use comp time for time off in less than one-half (1/2) day increments. If the employee does not have accrued comp time, the Department Head may authorize the use of vacation in hourly increments.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. There will be no cash payment for unused vacation.

Upon resignation or termination during the first anniversary year of employment, an employee is not eligible for pro rata vacation pay. Upon resignation or termination during subsequent anniversary employment years, a regular full-time employee will be paid pro rata vacation pay based upon straight time hours worked. In the event of death, any vacation will be paid to the estate of the employee.

ARTICLE 12 HOLIDAYS

Regular full-time employees (including full-time probationary employees) are eligible for the following paid holidays:

- New Year's Day
- President's Day
- Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day, plus one additional day

For Monday through Friday work schedules, when a paid holiday falls on Saturday, the preceding Friday will be observed and paid holidays falling on Sunday will be observed on the following Monday.

Holidays are granted to regular full-time employees without being considered vacation time off. An employee who is on vacation during which a holiday falls will not be charged vacation time off for the holiday. An employee who is on unexcused absence or period of unpaid leave either on the workday immediately preceding or following the holiday shall not be entitled to the holiday pay. Each employee shall be granted one (1) floating holiday annually. Scheduling of this day off will be between the employee and the Engineer. This holiday shall be taken within the fiscal year and shall not be carried over to the following year, nor will an employee leaving employment for any reason be granted holiday pay for the unused day. An employee will not be permitted to work on his or her holiday.

ARTICLE 13 INSURANCE

The Employer agrees to pay 100% of the single premium for each eligible regular full-time employee for a Health and Major Medical group insurance program of the Employer's choice. If an employee elects family coverage, it may be obtained by authorizing a payroll deduction for an amount equivalent to twenty percent (20%) of the dependent premium. (family premium minus single premium).

Long Term Income Protection The County will continue to pay the premium for each eligible regular full-time employee for the long term disability protection plan selected by the Employer.

Life Insurance The County will pay the cost of an \$13,000 group life insurance policy for all eligible regular full-time employees.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 14 JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Straight time wage rates and longevity rates are specified in Appendix A of this Agreement.

ARTICLE 15 DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2005. It shall remain in full force and effect until the first day of July, 2007, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than September 15 of the year immediately prior to the expiration date of this Agreement.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Signed this 12th day of April, 2005.

EMPLOYER

**BOARD OF SUPERVISORS
DALLAS COUNTY, IOWA**

By James H. Georg
County Engineer

By Kim E. Chapin
Chair, Board of Supervisors

Acknowledged by:

Renee Von Bokern
Employer Representative

UNION

TEAMSTERS LOCAL UNION NO.238

By Bruce A. Mergin
Employee Representative

By [Signature]
Employee Representative

By Michael Stenfeld
Business Representative

Dary Rankin
Principal Officer

APPENDIX A
SECONDARY ROAD OFFICE

<u>Classification</u>	<u>Classification Rate</u>			
	<u>Effective</u>			
	<u>7-1-05</u>	<u>1-1-06</u>	<u>7-1-06</u>	<u>1-1-07</u>
Chief Inspector	\$19.73	\$20.12	\$20.52	\$20.93
Technician/Inspector	\$19.53	\$19.92	\$20.32	\$20.73
Office Manager	\$18.88	\$19.26	\$19.64	\$20.04
Accounting Clerk	\$14.97	\$15.27	\$15.58	\$15.89
Office Clerk	\$13.29	\$13.56	\$13.83	\$14.11
Shop Foreman	\$18.33	\$18.70	\$19.07	\$19.45
Road Foreman	\$18.33	\$18.70	\$19.07	\$19.45
Assistant to the Engineer	\$20.71	\$21.12	\$21.54	\$21.97
Roadside Biologist	\$17.78	\$18.14	\$18.50	\$18.87
Asst. to Roadside Biologist	\$16.21	\$16.53	\$16.86	\$17.20
Sign Technician/Survey	\$17.58	\$17.93	\$18.29	\$18.65
Tile Technician	\$16.82	\$17.16	\$17.50	\$17.85
Technician/Inspector II	\$17.78	\$18.14	\$18.50	\$18.87

Longevity Employees will be eligible for longevity pay in accordance with the following schedule:

<u>Years</u>	<u>Cents per hour</u>
After 5	.10
After 10	.20
After 15	.30
After 20	.40
After 25	.50
After 30	.60

Longevity pay increases will be effective on the July 1st following the employee's anniversary date.

Safety Footwear Employees required to wear safety footwear will be eligible to receive up to \$130.00 every two (2) years for the purchase of Employer approved safety footwear. The employee must submit a receipt for reimbursement.

LETTER OF UNDERSTANDING

DALLAS COUNTY

and

SECONDARY ROAD OFFICE UNIT (TEAMSTERS LOCAL 238)

July 1, 2005 to June 30, 2007

New Hires

New employees will be hired and paid according to the following schedule:

Start	80% of classification rate
End of probation	85% of classification rate
1 year anniversary	90% of classification rate
18 months	95% of classification rate
2 year anniversary	100% of classification rate

The Employer may hire at an advanced step in consideration of skills, abilities, education or experience.

Promotions

If an employee is promoted into a higher paying job, he/she will be paid the difference between the classification rate of the new job and the employee's current rate according to the following formula: The wage differential (difference between the two wage rates) will be divided into thirds. A pay increase equal to one-third of the wage differential will be effective upon start of the new job. A pay increase equal to one-third of the wage differential will be effective after three (3) months. A pay increase equal to one-third of the wage differential will be effective six(6) months from the start of the new job. Therefore, the promoted employee will be at the classification rate after six (6) months on the new job.

Example: If the classification rate of the new job is \$10 per hour and the employee is currently receiving \$9 per hour, he/she will receive 33¢ upon starting the new job; 34¢ after 3 months; and 35¢ after 6 months on the new job.